

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-5075-8479		PAGE 1 OF 73	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-05-T-0082	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY CONTRACTING DIVISION 601 E. 12TH STREET ROOM 757 KANSAS CITY MO 64106-2896 TEL: FAX:		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: 6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO TUTTLE CREEK PROJECT OFC GREGORY J. WURST 5020 TUTTLE CREEK BLVD MANHATTAN KS 66502 TEL: 785-539-8511 X 14 FAX: 785-539-2113		CODE G5R0860		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 73	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ORCA

There is a new Federal Integrated Acquisition Environment (IAE) initiative called Online Representations and Certifications Application (ORCA). ORCA is a web-based system that centralizes and standardizes the collection, storage, and viewing of many of the representations and certifications required by the Federal Acquisition Regulations and previously found in solicitations. According to the language in FAR case 2002-024, vendors are required to use ORCA beginning 1 January 2005. Detailed information can be found in FAR Case, as well as by visiting the Help section of the website at <http://orca.bpn.gov>. The help section includes ORCA background information, frequently asked questions (FAQ), the ORCA Handbook, and whom to call for assistance

PLEASE NOTE:

NEW CCR REQUIREMENTS: Prior to bidding, vendors must be actively registered in the Central Contractor Registration (CCR) system, including creation of an MPIN number. Registration instructions may be obtained, and online registration may be accomplished, at www.ccr.gov. By submission of a bid, a bidder acknowledges the requirement to be registered in the CCR database prior to award; during performance; and through final payment of any contract resulting from the solicitation. Refer to CCR clause #252.204-7004. Prospective contractors must be registered with CCR prior to contract of award. The CCR web page address is www.ccr.gov, or one may telephone 1-800-227-2423 for the Contractor Registration Assistant Center.

REPRESENTATIONS AND CERTIFICATIONS: Prior to bidding, vendors must complete online the Representations and Certifications. To do so requires CCR registration, including an MPIN number. Instructions may be obtained, and required information may be entered, at <http://orca.bpn.gov>. In order to receive quotations one must register on the Kansas City District web site. The web address is <http://www.nwk.usace.army.mil/contract/contract.html>.

NOTICE TO VENDORS

Vegetative Management Services

Tuttle Creek Lake Project Office

NOTICE TO VENDORS

1. **NOTE:** Vendors, Offerors, Bidders and Quoters all mean the same. Offers, bids, quotes and proposals all mean the same.

A. Vendors must quote on all items and entire quantities contained in the basic contract period and all renewal options (if any) to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.

B. A purchase order will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, and whose offer conforms to this RFQ and is determined to be the overall most advantageous to the Government, price and other factors considered (best value). The Government is more concerned with other factors than with making an award to the low offeror. Offers to this RFQ will be evaluated using the factors listed below.

Evaluation Factors:

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Experience, Past Performance and Price.

C. PROPOSAL SUBMITTAL REQUIREMENTS: The following documentation must be submitted as part of your offer to evaluate the factors used to determine best value.

PAST PERFORMANCE:

a. **You are to send the enclosed Cover Letter and Past Performance Questionnaire to three references** that can verify your performance on work similar in nature and complexity of this requirement. References should return the forms directly to the Government Point of Contact indicated on the Cover Letter within three days of receipt. The government may obtain additional information related to Past Performance from sources other than the Questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or other parties.

You are to submit the names, addresses, and telephone numbers of your Three references in a cover letter with your offer.

2. EXPERIENCE. An attached quoters work experience statement form is provided and shall be completed. If additional space is needed, the form may be duplicated as necessary.

3. PRICE/COST. Complete the pricing schedule.

4. Clause 52.212-3 Offeror Representations and Certifications—Commercial Items.

D. Vendor's attention is directed to FAR 52.214.5000, wherein are procedures for correction of Arithmetic Discrepancies.

E. VISA IMPAC cards can be used to pay individual invoices (up to \$25K). Do you accept the government (IMPAC) credit card for payment? ____Yes ____No.

F. Existing Wage Rates are attached.

G. FLOOD CONTROL: This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by the contract. In the event that inundation materially affects the scope of work, the Contractor will be requested to submit a pricing proposal covering the unserviceable or affected portion of his or her work in order that an equitable adjustment to the contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes", FAR 52.212-4 (c). Payment for services not performed as a result of conditions stated above shall be initially withheld until execution of an equitable adjustment can be made by contract modification.

H. SITE VISIT: Quoters are urged, but not required, to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The Tuttle Creek Lake Project Office, 5020 Tuttle Creek Boulevard, Manhattan, KS. 66502. Telephone (785)- 539-8511.

I. INSURANCE: The Contractor shall furnish proof of required insurance and valid driver's licenses before starting work. Proof of insurance may be in the form of a copy of the insurance policy, or binder issued by the insurer. Proof of proper insurance and driver's licenses shall be delivered to the Contracting Officer's Representative either at the post-award (pre-work) conference, or prior to starting work on the first day of the service period.

J. CCR REGISTRATION/ REPRESENTATIONS AND CERTIFICATIONS:

Successful quoter must be registered with Central Contractor Registration before contract award, during performance, and through final payment. For registration information call 1-888-227-2423. There is a new Federal Integrated Acquisition Environment (IAE) initiative called Online Representations and Certifications Application (ORCA). ORCA is a web-based system that centralizes and standardizes the collection, storage, and viewing of

many of the representations and certifications required by the Federal Acquisition Regulations and previously found in solicitations. According to the language in FAR case 2002-024, vendors are required to use ORCA beginning 1 January 2005. Detailed information can be found in FAR Case, as well as by visiting the Help section of the website at <http://orca.bpn.gov>. The help section includes ORCA background information, frequently asked questions (FAQ), the ORCA Handbook, and whom to call for assistance.

K. QUANTITIES: The Government will not order quantities in excess of the maximum quantities shown in this Scope of Work. For your information, the estimated number of mowings shown is based on past mowings at the project, and current needs.

L. SUBCONTRACTING: The Government will not award the contract to a bidder who intends to sub-contract the work to another party. It is our intent that a bidder be an integral part of the workforce throughout the entire performance period of the contract.

For the purpose of pre-award evaluation, persons submitting quotes must provide a telephone number at which they can be contacted for a period of not less than one (1) week following the closing date of this solicitation. Quotes from persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. through 4 p.m., C.S.T.) within the one-week period following quote closing, will be considered non-responsive and removed from further consideration. QUOTER MAY BE CONTACTED AT (____) ____-____.

IMPORTANT INFORMATION TO VENDORS: Hand carried proposals should be brought to Room 760, Federal Building. Offers submitted earlier than designated closing time, should also be delivered to Room 760, Federal Building. If you are mailing your offer, (allow time to be delivered in timely manner) mail it to:

US Army Corps of Engineers
Attn: Mark E. Kraft
601 E. 12th Street, Room 760
Kansas City, MO 64106-2896

On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be pasted on the LOWER left corner.

Solicitation No.	
W912DQ-05-T-0082	
Offer Due	
Friday, May 06, 2005	
Time	
a.m.	4:30 p.m.
Bid for	
Vegetative Management Services- Tuttle Creek Lake Project Office, Manhattan, KS.	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VEGETATION MANAGEMENT				

FY05 Vegetative Management services at the Tuttle Creek Lake Project, Manhattan, Kansas, in accordance with the attached statement of work. This is a request for quote and will be awarded as a base period with four option periods. Note: See attached Department of Labor Wage Rates which apply to this procurement.

Base Period runs from May-16-2005 to 30-September-2005.

Points of Contact:

ADMINISTRATIVE CONTACT: Mark Kraft PHONE- 816-983-3828

EMAIL-mark.e.kraft@usace.army.mil

TECHNICAL CONTACT: Dale Larson PHONE-785-539-8511 EMAIL:
gregory.j.wurst@usace.army.mil

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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	GUARDRAIL AND PARKING LOTS	1	Each		

Guardrail and Parking Lots- FY05 Vegetative Management Services in accordance with the attached statement of work.

The base period runs from 16-May-2005 to 30-September-2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	LATERAL DITCHES	2	Each		

Lateral Ditches- FY05 Vegetative Management services in accordance with the attached statement of work.

The base period runs from 16-May-2005 to 30-September-2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	COLLECTOR DITCH AND TOE OF RIPRAP ETC.	3	Each		

Collector Ditch, Toe of RipRap, Ditch Parallel to RipRap, Instrumentation Pads and Rock Roads- FY05 Vegetative Management services in accordance with the attached statement of work.

The base period runs from 16-May-2005 to 30-September-2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	LATERAL DITCHES II	3	Each		

Lateral Ditches II-FY05 Vegetative Management services in accordance with the attached statement of work.

The base period runs from 16-May-2005 to 30-September-2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	UPSTREAM AND DOWNSTREAM SLOPE OF DAM	1	Each		

Upstream and Downstream Slope of Dam- FY05 Vegetative Management services in accordance with the attached statement of work.

Base period runs from 16-May-2005 to 30-September-2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	EAST END OF COLLECTOR DITCH	2	Each		

East End of Collector Ditch- FY05 Vegetative Management services in accordance with the attached statement of work.

The base period runs from 16-May-2005 to 30-September-2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	WEST OF STILLING BASIN AND LATERAL B	2	Each		

West of Stilling Basin and Lateral B- FY05 Vegetative Management services in accordance with the attached statement of work.

Base period runs from 16-May-2005 to 30-September-2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	VEGETATION MANAGEMENT				
OPTION					

FY06 Vegetative Management services at the Tuttle Creek Lake Project, Manhattan, Kansas, in accordance with the attached statement of work. See attached DOL Wage Rates.

Option period 1, runs from 01-October-2005 to 30-September-2006.

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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	GUARDRAIL AND PARKING LOTS	1	Each		

OPTION

Guardrail and Parking Lots- FY06 Vegetative Management Services in accordance with the attached statement of work.

Option period 1, runs from 01-October-2005 to 30-September-2006.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	LATERAL DITCHES	2	Each		

OPTION

Lateral Ditches- FY06 Vegetative Management services in accordance with the attached statement of work.

Option period 1, runs from 01-October-2005 to 30-September-2006.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	COLLECTOR DITCH AND TOE OF RIPRAP ETC.	3	Each		

OPTION

Collector Ditch, Toe of RipRap, Ditch Parallel to RipRap, Instrumentation Pads and Rock Roads- FY06 Vegetative Management services in accordance with the attached statement of work.

Option period 1, runs from 01-October-2005 to 30-September-2006.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	LATERAL DITCHES II	3	Each		

OPTION

Lateral Ditches II-FY06 Vegetative Management services in accordance with the attached statement of work.

Option period 1, runs from 01-October-2005 to 30-September-2006.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	UPSTREAM AND DOWNSTREAM SLOPE OF DAM	1	Each		

OPTION

Upstream and Downstream Slope of Dam- FY06 Vegetative Management services in accordance with the attached statement of work.

Option period 1, runs from 01-October-2005 to 30-September-2006.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	EAST END OF COLLECTOR DITCH	2	Each		

OPTION

East End of Collector Ditch- FY06 Vegetative Management services in accordance with the attached statement of work.

Option period 1, runs from 01-October-2005 to 30-September-2006.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	WEST OF STILLING BASIN AND LATERAL B	2	Each		

OPTION

West of Stilling Basin and Lateral B- FY06 Vegetative Management services in accordance with the attached statement of work.

Option period 1, runs from 01-October-2005 to 30-September-2006.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	VEGETATION MANAGEMENT				

OPTION

FY07 Vegetative Management services at the Tuttle Creek Lake Project, Manhattan, Kansas, in accordance with the attached statement of work. See attached DOL Wage Rates.

Option period 2, runs from 01-October-2006 to 30-September-2007.

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	GUARDRAIL AND PARKING LOTS	1	Each		

OPTION

Guardrail and Parking Lots- FY07 Vegetative Management Services in accordance with the attached statement of work.

Option period 2, runs from 01-October-2006 to 30-September-2007.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	LATERAL DITCHES	2	Each		

OPTION

Lateral Ditches- FY07 Vegetative Management services in accordance with the attached statement of work.

Option period 2, runs from 01-October-2006 to 30-September-2007.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	COLLECTOR DITCH AND TOE OF RIPRAP ETC.	3	Each		

OPTION

Collector Ditch, Toe of RipRap, Ditch Parallel to RipRap, Instrumentation Pads and Rock Roads- FY07 Vegetative Management services in accordance with the attached statement of work.

Option period 2, runs from 01-October-2006 to 30-September-2007.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	LATERAL DITCHES II	3	Each		

OPTION

Lateral Ditches II-FY07 Vegetative Management services in accordance with the attached statement of work.

Option period 2, runs from 01-October-2006 to 30-September-2007.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	UPSTREAM AND DOWNSTREAM SLOPE OF DAM	1	Each		

OPTION

Upstream and Downstream Slope of Dam- FY07 Vegetative Management services in accordance with the attached statement of work.

Option period 2, runs from 01-October-2006 to 30-September-2007.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	EAST END OF COLLECTOR DITCH	2	Each		

OPTION

East End of Collector Ditch- FY07 Vegetative Management services in accordance with the attached statement of work.

Option period 2, runs from 01-October-2006 to 30-September-2007.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	WEST OF STILLING BASIN AND LATERAL B	2	Each		

OPTION

West of Stilling Basin and Lateral B- FY07 Vegetative Management services in accordance with the attached statement of work.

Option period 2, runs from 01-October-2006 to 30-September-2007.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	VEGETATION MANAGEMENT				

OPTION

FY08 Vegetative Management services at the Tuttle Creek Lake Project, Manhattan, Kansas, in accordance with the attached statement of work. See attached DOL Wage Rates.

Option period 3, runs from 01-October-2007 to 30-September-2008.

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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	GUARDRAIL AND PARKING LOTS	1	Each		

OPTION

Guardrail and Parking Lots- FY08 Vegetative Management Services in accordance with the attached statement of work.

Option period 3, runs from 01-October-2007 to 30-September-2008.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	LATERAL DITCHES	2	Each		

OPTION

Lateral Ditches- FY08 Vegetative Management services in accordance with the attached statement of work.

Option period 3, runs from 01-October-2007 to 30-September-2008.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	COLLECTOR DITCH AND TOE OF RIPRAP ETC.	3	Each		

OPTION

Collector Ditch, Toe of RipRap, Ditch Parallel to RipRap, Instrumentation Pads and Rock Roads- FY08 Vegetative Management services in accordance with the attached statement of work.

Option period 3, runs from 01-October-2007 to 30-September-2008.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	LATERAL DITCHES II	3	Each		

OPTION

Lateral Ditches II-FY08 Vegetative Management services in accordance with the attached statement of work.

Option period 3, runs from 01-October-2007 to 30-September-2008.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	UPSTREAM AND DOWNSTREAM SLOPE OF DAM	1	Each		

OPTION

Upstream and Downstream Slope of Dam- FY08 Vegetative Management services in accordance with the attached statement of work.

Option period 3, runs from 01-October-2007 to 30-September-2008.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	EAST END OF COLLECTOR DITCH	2	Each		

OPTION

East End of Collector Ditch- FY08 Vegetative Management services in accordance with the attached statement of work.

Option period 3, runs from 01-October-2007 to 30-September-2008.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	WEST OF STILLING BASIN AND LATERAL B	2	Each		

OPTION

West of Stilling Basin and Lateral B- FY08 Vegetative Management services in accordance with the attached statement of work.

Option period 3, runs from 01-October-2007 to 30-September-2008.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	VEGETATION MANAGEMENT				

OPTION

FY09 Vegetative Management services at the Tuttle Creek Lake Project, Manhattan, Kansas, in accordance with the attached statement of work. See attached DOL Wage Rates.

Option period 4, runs from 01-October-2008 to 30-September-2009.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	GUARDRAIL AND PARKING LOTS	1	Each		

OPTION

Guardrail and Parking Lots- FY09 Vegetative Management Services in accordance with the attached statement of work.

Option period 4, runs from 01-October-2008 to 30-September-2009.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	LATERAL DITCHES	2	Each		

OPTION

Lateral Ditches- FY09 Vegetative Management services in accordance with the attached statement of work.

Option period 4, runs from 01-October-2008 to 30-September-2009.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	COLLECTOR DITCH AND TOE OF RIPRAP ETC.	3	Each		

OPTION

Collector Ditch, Toe of RipRap, Ditch Parallel to RipRap, Instrumentation Pads and Rock Roads- FY09 Vegetative Management services in accordance with the attached statement of work.

Option period 4, runs from 01-October-2008 to 30-September-2009.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	LATERAL DITCHES II	3	Each		

OPTION

Lateral Ditches II-FY09 Vegetative Management services in accordance with the attached statement of work.

Option period 4, runs from 01-October-2008 to 30-September-2009.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	UPSTREAM AND DOWNSTREAM SLOPE OF DAM	1	Each		

OPTION

Upstream and Downstream Slope of Dam- FY09 Vegetative Management services in accordance with the attached statement of work.

Option period 4, runs from 01-October-2008 to 30-September-2009.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	EAST END OF COLLECTOR DITCH	2	Each		

OPTION

East End of Collector Ditch- FY09 Vegetative Management services in accordance with the attached statement of work.

Option period 4, runs from 01-October-2008 to 30-September-2009.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG	WEST OF STILLING BASIN AND LATERAL B	2	Each		
OPTION	West of Stilling Basin and Lateral B- FY09 Vegetative Management services in accordance with the attached statement of work.				
	Option period 4, runs from 01-October-2008 to 30-September-2009.				

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-MAY-2005 TO 30-SEP-2005	N/A	TUTTLE CREEK PROJECT OFC GREGORY J. WURST 5020 TUTTLE CREEK BLVD MANHATTAN KS 66502 785-539-8511 X 14 FOB: Destination	G5R0860
0001AA -AG	POP 16-MAY-2005 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	G5R0860
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	TUTTLE CREEK PROJECT OFC GREGORY J. WURST 5020 TUTTLE CREEK BLVD MANHATTAN KS 66502 785-539-8511 X 14 FOB: Destination	G5R0860
0002AA -AG	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	G5R0860
0003	POP 01-OCT-2006 TO 30-SEP-2007	N/A	TUTTLE CREEK PROJECT OFC GREGORY J. WURST 5020 TUTTLE CREEK BLVD MANHATTAN KS 66502 785-539-8511 X 14 FOB: Destination	G5R0860
0003AA -AG	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	G5R0860

0004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	TUTTLE CREEK PROJECT OFC GREGORY J. WURST 5020 TUTTLE CREEK BLVD MANHATTAN KS 66502 785-539-8511 X 14 FOB: Destination	G5R0860
0004AA	POP 01-OCT-2007 TO -AG 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	G5R0860
0005	POP 01-OCT-2008 TO 30-SEP-2009	N/A	TUTTLE CREEK PROJECT OFC GREGORY J. WURST 5020 TUTTLE CREEK BLVD MANHATTAN KS 66502 785-539-8511 X 14 FOB: Destination	G5R0860
0005AA	POP 01-OCT-2008 TO -AG 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	G5R0860

VEGETATIVE MANAGEMENT SERVICES

1. SCOPE OF CONTRACT:

a. The services furnished under this contract shall consist of a post award conference, reports, meetings, worksheets, etc., and furnishing all labor, material, equipment, and supplies as specified below in the statement of work to accomplish vegetative management services at Tuttle Creek Project, near Manhattan, Kansas, as specified hereinafter.

b. All services shall be performed pursuant to individual orders issued by telephone and confirmed in writing by the Contracting Officer or a designated Ordering Officer, to the Contractor or his responsible individual. The Government reserves the right to order any subitem individually or any combination, up to and within 48 hours after receipt of verbal telephone order, weather condition permitting. Once begun, work shall be accomplished in a continuous operation (day-to-day, except weekends and holidays) weather permitting.

c. The Contractor shall perform the following services in accordance with the following pages.

<u>Required</u>	<u>Not Required</u>	Service	For Specific Requirements <u>Refer to the Sections</u>
<u> X </u>	<u> </u>	Total Vegetation Control (Inanimate Objects)	15 and 16

The Contractor's duties and responsibilities shall be as follows:

1. POST-AWARD CONFERENCE: After award, but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative to arrange a mutually agreeable time to meet at the Project Office for the purpose of discussing and developing a mutual understanding of the requirements and details of the work.

2. DOCUMENTS AND CORRESPONDENCE:

a. After award, all documents and related correspondence shall be routed through the Contracting Officer's Representative at the Project Office.

b. The Contractor (or his authorized representative) shall complete Government-furnished pesticide application worksheets indicating amount and type of work accomplished, chemicals used, and other pertinent information. Completed and signed worksheets shall be delivered as directed by the Contracting Officer's Representative

3. LEGAL COMPLIANCE:

a. It shall be the responsibility of the Contractor to comply with all Federal, State, and local laws governing health, training, operational, and licensing requirements as may be applicable and required for application of commercial pesticide (including OSHA Hazard Communication Standard 29 CFR 1910.1200).

b. The Contractor's employee applying chemicals under this contract shall possess a COMMERCIAL APPLICATOR'S LICENSE acceptable to the state in which work is to be accomplished; OR in lieu thereof (unless otherwise prohibited) applicator may be unlicensed, if he is closely supervised by an immediate, on-site supervisor **who is licensed** in accordance with the above requirement.

4. REQUIRED SUBMISSIONS:

a. The Contractor shall submit the following documents to the Contracting Officer's Representative at the Project Office:

(1) Insurance: Proof of required insurance in the form of a copy of the insurance policy or a binder issued by the insurer, to be delivered no later than the pre-work conference or prior to the start of the contract period.

(2) Licensing: Proof of proper licensing, to be delivered no later than the start of the contract period.

(3) Chemical Labels: A label for each chemical being utilized under this contract, to be delivered not later than the post award conference.

(4) OSHA Compliance: Evidence of compliance with OSHA Hazard Communication Standard 29 CFR 1910.1200, to be delivered not later than the pre-work conference, as follows:

(a) A hazardous material inventory of all materials used on the contract.

(b) Material Safety Data Sheets (MSDS'S) for all materials listed in the inventory.

(c) A procedure to ensure that all containers are properly labeled.

(d) A written hazard communication program which includes employee training and methods of communicating hazards and protective measures to employees and others.

b. The Contractor will NOT be allowed to proceed on this contract until all the above required submissions have been furnished.

5. WORKMANSHIP:

a. In order to assure that the required services are performed in a strictly first-class manner, the Contractor shall designate, in writing, a responsible member of each work crew who shall serve as the contact for matters involving quality and performance or non-performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent with full authority to act for, and on behalf of, the Contractor as necessary to insure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation to the Contracting Officer's Representative at the project no later than the first day of work. The designation shall include the name(s), address(es), and telephone number(s) of the responsible individual(s). The Contracting Officer reserves the right to disapprove any individual whom he considers to be incompetent to perform the work required. Such disapprovals will be given to the contractor by written notice, and the Contracting Officer's decision shall represent a final decision.

b. All Contractor personnel shall be fully clothed at all times while performing these services. "Fully clothed" shall be deemed to mean that a shirt (or T-shirt), trousers and shoes shall be worn at all times, except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals. Clothing shall be clean and neat in appearance.

c. Tact, diplomacy, and courtesy shall be exercised at all times during contact with the public.

d. NOTE: Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. It shall be the responsibility of the Contractor to assure that he has or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

6. INSPECTION AND SAMPLING:

a. Prior to beginning each item involving chemical application, the Contractor (or his authorized representative) shall notify the Contracting Officer's Representative of the times he will begin mixing and applying chemicals (in order to permit inspection by Government personnel of the mixing and application methods).

b. The Contractor shall, upon request by a Government representative, provide a one-quart sample of the chemical being applied, for testing of concentration and chemical analysis. Samples shall be obtained on-site, from the Contractor's sprayer tank or spray nozzle (liquid applications), or spreader box (if dry applications).

7. ALTERNATE CHEMICALS, RATES OF APPLICATION OR MIX RATIOS:

Application of chemicals shall be in accordance with label directions for the material used. When other than anticipated pests or disease is encountered, or when it is the professional opinion of the Contractor that the use of different mix ratios, rates of application, or chemicals other than those specified will produce better results, the Contractor may request permission for their use. Any such request shall be in writing and shall specify the chemical, its uses, rates of application, and cost. A label for the requested chemical shall be furnished with the Contractor's request. Requests shall be submitted to the Operations Manager at least 30 days prior to intended use. If granted, permission for the use of the alternate mix ratio, rate of application, or chemical will be in writing from the Contracting Officer or his authorized representative. Chemicals, rates, or mixture ratios other than those specified will not be used in the absence of the above-specified request and approval. When the use of approved alternate rate, mixes, or chemicals requested by the Contractor result in an increase or decrease in Contractor cost or time, an equitable adjustment will be made to the contract price, through the issuance of a contract modification.

8. WEATHER CONDITIONS:

a. Label directions and/or warnings relative to temperature or other weather conditions shall be closely adhered to. In addition, spraying applications shall not be performed on lawns, in public use areas, or other

inhabited areas when wind speed is above five (5) miles per hour. Spraying applications shall not be made in undeveloped or uninhabited areas when wind speed is above ten (10) miles per hour. Care shall be exercised at all times by the Contractor to protect desirable (nontargeted) species from damage by the required chemical application.

b. In the event weather conditions interrupt performance of services as specified, services shall be resumed as soon as conditions permit, and work completed within the allotted timeframe(s) (as adjusted for weather delay).

9. LOST ARTICLES, VANDALISM, FACILITIES MALFUNCTION:

To assist the visiting public in reclaiming lost articles, all property left by visitors and found during contract operations shall be turned in to the Project Office. Any evidence of vandalism, instances of facilities not operating properly, or facilities in need of repair shall be reported to the Project personnel.

10. MEASUREMENT:

Exact limits of chemical application shall be directed by the Contracting Officer or his designated representative at the Project. All acreages and quantities are approximate. It shall be the responsibility of the Contractor to determine exact quantities and conditions affecting performance of this work.

11. COVERAGE:

Solicitation items indicating "full coverage" shall receive chemical treatment of the entire area. Solicitation items indicating "spot treatment" shall receive chemical treatment of targeted vegetation only.

12. PERFORMANCE:

a. In the event that an area is missed, or is not serviced as specified, the Contractor agrees to return and reperform the unsatisfactory or missed services immediately upon receipt of notice from the Contracting Officer or his Authorized Representative.

b. If it becomes apparent to the Government during the Contractor's performance that the required services may not be completed within the timeframes required herein, the Contracting Office may require the Contractor to provide additional labor and equipment at no additional cost to the Government. Such direction will be issued to insure that the required services will be completed within the timeframes specified.

13. COMPLETE KILL:

a. Satisfactory performance of herbicide application is based on a complete (100 percent) kill. Any retreatment requested by the Contracting Officer's Representative on specified areas of undesirable vegetation that is still growing shall be at the Contractor's expense.

b. The Contractor shall contact the Contracting Officer's Representative fifteen (15) days after herbicide application to arrange a joint inspection of treated areas. If a 100 percent kill has been obtained (as determined by the inspection), the Contractor may submit his invoice for payment at that time. If a 100 percent kill has not been obtained (as determined by the inspection), the Contractor shall return within five (5) days, weather permitting, and respray unaffected vegetation prior to submitting invoices for the original application.

14. MAXIMUM APPLICATION RATES:

Chemicals shall not be applied in excess of rates indicated on their respective labels.

15. TOTAL VEGETATION CONTROL REQUIREMENTS:

a. Bid Item 0001AA (0002AA, 0003AA, 0004AA, and 0005AA, if exercised): Full coverage of a fifteen-foot-wide band from the edge of the asphalt extending out beneath guardrail to riprap on both shoulders of Highway 13 across the dam and the guardposts at the parking lots at both ends of the dam with Princep Caliber 90 with blue "Hi-Light" spray indicator, applied at the rate of four pounds of active ingredient per acre, with blue "Hi-Light" spray indicator, not more than one (1) application, as ordered. (Approx. 4.0 acres.)

b. Bid Item 0001AB (0002AB, 0003AB, 0004AB, and 0005AB, if exercised): Full coverage of the four lateral ditches, totaling approximately 5,000 feet in length, from the mowed surface on one side to the mowed surface on the other side of the ditch with Banvel 720 with blue "Hi-Light" spray indicator, not more than two (2) applications, as ordered. (Approx. 3.4 acres per application.)

c. Bid Item 0001AC (0002AC, 0003AC, 0004AC, and 0005AC, if exercised): Not more than three (3) full-coverage applications of Rodeo with blue "Hi-Light" spray indicator, as ordered, to eliminate all vegetative growth in a band ten (10) feet wide and 5,000 feet long on the riprap along the downstream toe of the dam and in addition, the drainage ditch that is adjacent and parallel to it. This includes the four instrumentation pads adjacent to the south side of the ditch. Also, the collector ditch beginning at relief well #1 to the end of the collector ditch, including all rock in the Long Creek drain from the grass on one side to the grass on the other and up to the metal culverts under the road at the four laterals. The rock roads at the ends of the toe of the dam total and between relief wells 10 and 14 (15' x 2,471') 37,065 square feet and receive the same treatment. (Approx. 7.3 acres per treatment.)

d. Bid Item 0001AD (0002AD, 0003AD, 0004AD, and 0005AD, if exercised): Not more than three (3) spot treatments of all cattails, sedges, reed grasses and aquatic vegetation, except tame grasses, of Rodeo with blue "Hi-Light" spray indicator in the four lateral ditches.

e. Bid Item 0001AE (0002AE, 0003AE, 0004AE, and 0005AE, if exercised): Not more than one (1) spot treatment of Krovar I DF with blue "Hi-Light" spray indicator to eradicate all brush and woody vegetation on upstream and downstream slopes of the dam. (Approx. 160 acres.)

f. Bid Item 0001AF (0002AF, 0003AF, 0004AF, and 0005AF, if exercised): Not more than two (2) full coverage applications of Rodeo with blue "Hi-Light" spray indicator, as ordered, to eliminate all vegetative growth in the collector ditch beginning at relief well 32A to the east end, approximately 1,400 feet, including the water and rock sides of the ditch (Approximately 1/2 acre).

g. Bid Item 0001AG (0002AG, 0003AG, 0004AG, and 0005AG, if exercised): Not more than two (2) full-coverage applications of Amitrol 240, as ordered, to eliminate all horsetail (*Equisetum arvense*) from the west side of the stilling basin and on the north end of Lateral B. These two areas total approximately 1,800 square yards.

16. DELIVERIES AND PERFORMANCE

a. Effective Date of this Instrument

(1). This Contract (or Purchase Order) shall be effective 16 May 2005 (or date of award, if later) and shall remain in full force and effect through 30 September 2005.

(2). Effective dates for full-year renewal options (if included and exercised) shall be from 1 October through 30 September of the following year.

b. Period of Required Services

(1). Services shall be as-ordered for the service period 16 May 2005 through 30 September (1 October through 30 September if fall renewal option is exercised), Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m.

(2). Work will not be permitted on Saturdays, Sundays, or holidays, and shall not begin prior to 6:00 a.m., nor continue after 8:00 p.m., unless this restriction is specifically waived in writing by the Contracting Officer or his authorized representative.

(3). Completion times shall be as follows:

FOR		NO. OF DAYS ALLOWED
OF		COMPLETION
<u>ITEMS NO(S)</u>	<u>DESCRIPTION</u>	<u>APPLICATION</u>
0001AA (0002AA, 0003AA, 0004AA, 0005AA)	Dam guardrail	1
0001AB (0002AB, 0003AB, 0004AB, 0005AB)	Lateral ditches	1
0001AC (0002AC, 0003AC, 0004AC, 0005AC)	Collector ditch, toe of riprap, ditch parallel to riprap, instrumentation pads, and rock roads	1
0001AD (0002AD, 0003AD, 0004AD, 0005AD)	Lateral ditches	1
0001AE (0002AE, 0003AE, 0004AE, 0005AE)	Upstream and downstream slopes of the dam	1
0001AF (0002AF, 0003AF, 0004AF, 0005AF)	East end of collector ditch	1/2
0001AG (0002AG, 0003AG, 0004AG, 0005AG)	Horsetail west of stilling basin and in Lateral B	1/2

17 Contract Administration Data

a. Payment

Payment will be made by the Disbursing Officer, USACE Finance Center, Millington, Tennessee, in accordance with the Prompt Payment Act (Public Law 100-496). As stated in this law, the payment will be made 30 days after the date of invoice receipt in the correct office, or from the day of constructive acceptance, whichever of the two dates is last. The only time constructive acceptance will not be used as actual acceptance is if acceptance occurs before constructive acceptance. Constructive acceptance is deemed to occur on the 7th calendar day after delivery.

Under the terms of this contract, invoices are to be submitted in triplicate to the U.S. Army Corps of Engineers, Tuttle Creek Project, 5020 Tuttle Creek Blvd., Manhattan, Kansas 66502.

b. Withholding:

a. NOTE: Payment will not be made for work not performed.

b. In the event of unsatisfactory performance of specified work, the Contractor may be directed to re-perform the unsatisfactory services at no additional cost to the Government. Failure of the Contractor to perform the work as specified, or to re-perform work as directed, will result in withholding of payment for the portion(s) of the work not accomplished. Amounts to be withheld will be determined by prorating the amount of services satisfactorily performed against the amount of services required.

c. Performance by Third Party or Government Personnel:

In addition to the above remedies for non-performance, the Government reserves the right to cause the specified work to be performed by a third party or Government forces and the cost incurred thereby will be levied against the Contractor. Any time Government forces are used because of Contractor's nonperformance, the cost levied against the Contractor will include all direct costs associated with the performance of the specified work plus the loss of efficiency to the Government's productivity experienced by the Government where utilized Government forces are not otherwise available to perform their normal duties.

Such inefficiencies are determined as the direct cost to the Government for substitution of the Government forces removed from their normal duties computed on an hourly basis at the applicable wage rate. Government forces will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

18. - Special Contract Requirements

a) General Safety Requirements: In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

(b) Appropriate measures shall be taken to protect the general public from accidental injury.

c) Insurance:

Required Insurance Schedule

In accordance with CONTRACT CLAUSE titled "Insurance - Work On A Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance. (FAR 52.228-5)

TYPE	AMOUNT
Workmen's Compensation	Coverage complying with applicable State Statute.
Employer's Liability	Minimum amount of \$100,000.00
General Liability on Comprehensive form of Policy, which includes, but	Minimum limits of \$500,000 per occurrence for bodily injury

is not limited to, insurance for all
work required herein

Comprehensive Automobile Liability

Minimum limits of \$200,000 per
Person and \$500,000 per occurrence
For bodily injury, and \$20,000 per
Occurrence for property damage

NOTE: Coverage required above are minimums. If higher limits of coverage are required by State Statute, the Contractor shall be responsible for obtaining such additional coverage.

IOWA:

Iowa Insurance Division 515-281-5705

KANSAS:

Insurance Commissioner, 1-800-432-2484

Division of Workers Compensation,
913-296-3441

MISSOURI:

Division of Insurance, 314-751-3365

NEBRASKA:

State Insurance Department, 402-471-2201.

PAST PERFORMANCE QUESTIONNAIRES

The following pages consist of the Cover Letter and the Past Performance Questionnaire. Instructions for using these forms are included in the "Notice to Vendors"

COVER LETTER

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
760 FEDERAL BUILDING
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2896

TO: _____ (completed by quoter)

RE: Past Performance Questionnaire

Solicitation #__W912DQ-05-T-0082_____

The U.S. Army Corps of Engineers is soliciting for vegetative management services at Tuttle Creek Lake Project Office. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and /or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offeror's past performance. Please provide any comments or additional information which you deem relevant or important.

At no time during the evaluation process or after award will your comments be revealed to the offeror.

Please complete and submit the questionnaire within three (3) days of receipt via e-mail or fax to:

e-mail: mark.e.kraft@usace.army.mil
fax: 816-426-5169

Thank you in advance for your assistance in making this a "best value" procurement. Should you have any questions, please feel free to contact me at (816) 983-3828

Sincerely,

Mark Kraft
Contract Specialist

PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION FOR VEGETATIVE MANAGEMENT SERVICES
OUTLET PARK, TUTTLE CREEK LAKE PROJECT OFFICE, MANHATTAN, KANSAS
Solicitation# W912DQ-05-T-0082

SECTION 1: (To be completed by Offeror)

CONTRACTOR/COMPANY NAME: _____
CONTRACT NUMBER(S): _____
(complete only if a Government Contract)
LOCATION: _____
VALUE: _____ DATES: _____

SECTION 2: (To be completed by Reference)

A. Quality of Services:

How would you rate the **quality** of the contractor's performance?

- ___ Excellent
- ___ Very Good
- ___ Satisfactory
- ___ Marginal
- ___ Unsatisfactory

Comments:

B. Timeliness of Performance:

Was the contractor **dependable and reliable**, and were contract requirements completed **timely**?

☐ Yes

☐ No

Comments:

C. Customer Satisfaction:

How would you rate **your satisfaction with the service** provided by this contractor?

☐ Extremely Satisfied

☐ Satisfied

☐ Partially Satisfied

☐ Dissatisfied

☐ Extremely Dissatisfied

Comments:

How would you rate **your satisfaction with this contractor**?

☐ Extremely Satisfied

☐ Satisfied

☐ Partially Satisfied

☐ Dissatisfied

☐ Extremely Dissatisfied

Comments:

Would you hire this contractor again?

☐ Yes

☐ No

Comments:

COMPANY NAME (Reference): _____ ADDRESS: _____

YOUR NAME: _____

TELEPHONE: _____ E-MAIL: _____

EXPERIENCE STATEMENTS**STATEMENT OF EXPERIENCE
AND PERSONAL INFORMATION**

This form shall be completed by all quoters in order to receive consideration. If additional space is needed, this form may be duplicated as necessary. Information describing the offeror's complete contracting background, personal information, and experience shall be provided. The contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of any training, which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all individuals listed.

On a separate sheet of paper, describe work experience relating to the following minimum qualifications necessary to perform the duties of mowing, trimming and general grounds maintenance work:

- D.** Ability to diplomatically deal with the public on a daily basis.
- E.** Ability to be self-motivated.
- F.** Ability to establish and implement a work plan that accomplishes the required work in a timely fashion.

OFFEROR NAME: _____

ADDRESS: _____

PHONE #: _____

Experience No.1

Contract/Work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone# _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties:

Experience No.2

Contract/work type:_____

Agency/firm for whom work was performed:_____

Contract person at the site:_____Telephone#:_____

Month/Year work began:_____Month/Year work ended:_____

Brief description of duties:

Experience No.3

Contract/work type:_____

Agency/firm for whom work was performed:_____

Contact person at the site:_____Telephone#:_____

Month/Year work began:_____Month/Year work ended:_____

Brief description of duties:

WAGE DETERMINATIONS

94-2213 KS,TOPEKA

WAGE DETERMINATION NO: 94-2213 REV (32) AREA: KS,TOPEKA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2214

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2213
 William W.Gross Division of | Revision No.: 32
 Director Wage Determinations| Date Of Revision: 07/21/2004

State: Kansas

Area: Kansas Counties of Brown, Clay, Cloud, Coffey, Dickinson, Geary, Jackson,
 Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic,Riley, Saline, Shawnee,
 Wabaunsee, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	10.15
01012 - Accounting Clerk II	11.49
01013 - Accounting Clerk III	13.34
01014 - Accounting Clerk IV	15.13
01030 - Court Reporter	13.34
01050 - Dispatcher, Motor Vehicle	14.93
01060 - Document Preparation Clerk	10.20
01070 - Messenger (Courier)	9.42
01090 - Duplicating Machine Operator	10.20
01110 - Film/Tape Librarian	11.75
01115 - General Clerk I	8.66
01116 - General Clerk II	9.72

01117 - General Clerk III	12.83
01118 - General Clerk IV	14.06
01120 - Housing Referral Assistant	14.83
01131 - Key Entry Operator I	9.62
01132 - Key Entry Operator II	10.47
01191 - Order Clerk I	10.67
01192 - Order Clerk II	12.10
01261 - Personnel Assistant (Employment) I	12.13
01262 - Personnel Assistant (Employment) II	13.64
01263 - Personnel Assistant (Employment) III	14.31
01264 - Personnel Assistant (Employment) IV	15.89
01270 - Production Control Clerk	16.70
01290 - Rental Clerk	11.11
01300 - Scheduler, Maintenance	11.54
01311 - Secretary I	11.08
01312 - Secretary II	13.34
01313 - Secretary III	14.83
01314 - Secretary IV	18.70
01315 - Secretary V	20.71
01320 - Service Order Dispatcher	11.75
01341 - Stenographer I	9.86
01342 - Stenographer II	11.08
01400 - Supply Technician	18.70
01420 - Survey Worker (Interviewer)	11.18
01460 - Switchboard Operator-Receptionist	11.12
01510 - Test Examiner	13.34
01520 - Test Proctor	13.34
01531 - Travel Clerk I	10.43
01532 - Travel Clerk II	10.98
01533 - Travel Clerk III	11.83
01611 - Word Processor I	12.27
01612 - Word Processor II	13.79
01613 - Word Processor III	15.93
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.10
03041 - Computer Operator I	10.80
03042 - Computer Operator II	15.33
03043 - Computer Operator III	16.29
03044 - Computer Operator IV	18.60
03045 - Computer Operator V	20.60
03071 - Computer Programmer I (1)	16.31
03072 - Computer Programmer II (1)	18.97
03073 - Computer Programmer III (1)	24.63
03074 - Computer Programmer IV (1)	26.51
03101 - Computer Systems Analyst I (1)	22.89
03102 - Computer Systems Analyst II (1)	25.87
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.18
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.44
05010 - Automotive Glass Installer	14.61
05040 - Automotive Worker	14.61
05070 - Electrician, Automotive	15.26
05100 - Mobile Equipment Servicer	13.40

05130 - Motor Equipment Metal Mechanic	15.85
05160 - Motor Equipment Metal Worker	14.61
05190 - Motor Vehicle Mechanic	15.85
05220 - Motor Vehicle Mechanic Helper	12.83
05250 - Motor Vehicle Upholstery Worker	14.03
05280 - Motor Vehicle Wrecker	14.61
05310 - Painter, Automotive	15.26
05340 - Radiator Repair Specialist	14.61
05370 - Tire Repairer	12.95
05400 - Transmission Repair Specialist	15.85
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.69
07010 - Baker	9.82
07041 - Cook I	9.63
07042 - Cook II	10.50
07070 - Dishwasher	7.38
07130 - Meat Cutter	12.66
07250 - Waiter/Waitress	7.52
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.36
09040 - Furniture Handler	12.56
09070 - Furniture Refinisher	16.36
09100 - Furniture Refinisher Helper	13.24
09110 - Furniture Repairer, Minor	15.06
09130 - Upholsterer	16.36
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.05
11060 - Elevator Operator	8.57
11090 - Gardener	11.43
11121 - House Keeping Aid I	7.38
11122 - House Keeping Aid II	8.55
11150 - Janitor	8.97
11210 - Laborer, Grounds Maintenance	11.26
11240 - Maid or Houseman	7.38
11270 - Pest Controller	12.93
11300 - Refuse Collector	9.42
11330 - Tractor Operator	10.92
11360 - Window Cleaner	10.59
12000 - Health Occupations	
12020 - Dental Assistant	11.04
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.71
12071 - Licensed Practical Nurse I	11.49
12072 - Licensed Practical Nurse II	12.90
12073 - Licensed Practical Nurse III	14.42
12100 - Medical Assistant	10.42
12130 - Medical Laboratory Technician	12.48
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.43
12222 - Nursing Assistant II	9.48
12223 - Nursing Assistant III	10.52
12224 - Nursing Assistant IV	11.67
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.02

12311 - Registered Nurse I	16.53	
12312 - Registered Nurse II	20.23	
12313 - Registered Nurse II, Specialist	20.23	
12314 - Registered Nurse III	24.47	
12315 - Registered Nurse III, Anesthetist	24.47	
12316 - Registered Nurse IV	29.33	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	17.97	
13011 - Exhibits Specialist I	14.52	
13012 - Exhibits Specialist II	17.97	
13013 - Exhibits Specialist III	22.14	
13041 - Illustrator I	14.52	
13042 - Illustrator II	17.97	
13043 - Illustrator III	22.14	
13047 - Librarian	20.00	
13050 - Library Technician	12.02	
13071 - Photographer I	11.57	
13072 - Photographer II	12.95	
13073 - Photographer III	16.04	
13074 - Photographer IV	19.61	
13075 - Photographer V	23.73	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.44	
15030 - Counter Attendant	7.44	
15040 - Dry Cleaner	9.54	
15070 - Finisher, Flatwork, Machine	7.44	
15090 - Presser, Hand	7.44	
15100 - Presser, Machine, Drycleaning	7.44	
15130 - Presser, Machine, Shirts	7.44	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.44	
15190 - Sewing Machine Operator	10.18	
15220 - Tailor	10.81	
15250 - Washer, Machine	8.15	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	18.11	
19040 - Tool and Die Maker	21.02	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	14.78	
21020 - Material Coordinator	16.70	
21030 - Material Expediter	16.70	
21040 - Material Handling Laborer	12.52	
21050 - Order Filler	11.11	
21071 - Forklift Operator	13.51	
21080 - Production Line Worker (Food Processing)	13.51	
21100 - Shipping/Receiving Clerk	12.06	
21130 - Shipping Packer	12.23	
21140 - Store Worker I	10.03	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.50	
21210 - Tools and Parts Attendant	13.51	
21400 - Warehouse Specialist	13.51	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	19.06	
23040 - Aircraft Mechanic Helper	14.23	
23050 - Aircraft Quality Control Inspector	19.94	

23060 - Aircraft Servicer	16.18	
23070 - Aircraft Worker	16.84	
23100 - Appliance Mechanic	18.11	
23120 - Bicycle Repairer	12.95	
23125 - Cable Splicer	23.06	
23130 - Carpenter, Maintenance	16.22	
23140 - Carpet Layer	17.34	
23160 - Electrician, Maintenance	19.88	
23181 - Electronics Technician, Maintenance I	18.99	
23182 - Electronics Technician, Maintenance II	19.83	
23183 - Electronics Technician, Maintenance III	20.58	
23260 - Fabric Worker	16.37	
23290 - Fire Alarm System Mechanic	18.83	
23310 - Fire Extinguisher Repairer	15.24	
23340 - Fuel Distribution System Mechanic	18.83	
23370 - General Maintenance Worker	14.61	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.24	
23430 - Heavy Equipment Mechanic	17.16	
23440 - Heavy Equipment Operator	17.77	
23460 - Instrument Mechanic	18.23	
23470 - Laborer	9.97	
23500 - Locksmith	18.11	
23530 - Machinery Maintenance Mechanic	18.37	
23550 - Machinist, Maintenance	15.85	
23580 - Maintenance Trades Helper	12.83	
23640 - Millwright	21.15	
23700 - Office Appliance Repairer	18.11	
23740 - Painter, Aircraft	18.11	
23760 - Painter, Maintenance	17.29	
23790 - Pipefitter, Maintenance	20.05	
23800 - Plumber, Maintenance	19.31	
23820 - Pneudraulic Systems Mechanic	18.83	
23850 - Rigger	18.83	
23870 - Scale Mechanic	17.34	
23890 - Sheet-Metal Worker, Maintenance	22.54	
23910 - Small Engine Mechanic	17.34	
23930 - Telecommunication Mechanic I	22.76	
23931 - Telecommunication Mechanic II	27.20	
23950 - Telephone Lineman	22.01	
23960 - Welder, Combination, Maintenance	15.85	
23965 - Well Driller	18.83	
23970 - Woodcraft Worker	18.83	
23980 - Woodworker	15.24	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.22	
24580 - Child Care Center Clerk	11.88	
24600 - Chore Aid	9.72	
24630 - Homemaker	13.78	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	18.83	
25040 - Sewage Plant Operator	18.11	
25070 - Stationary Engineer	19.15	
25190 - Ventilation Equipment Tender	14.40	
25210 - Water Treatment Plant Operator	18.11	

27000 - Protective Service Occupations		
(not set) - Police Officer	17.79	
27004 - Alarm Monitor	10.76	
27006 - Corrections Officer	13.87	
27010 - Court Security Officer	15.53	
27040 - Detention Officer	13.87	
27070 - Firefighter	14.43	
27101 - Guard I	10.85	
27102 - Guard II	11.80	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	17.34	
28020 - Hatch Tender	17.34	
28030 - Line Handler	17.34	
28040 - Stevedore I	16.37	
28050 - Stevedore II	18.11	
29000 - Technical Occupations		
21150 - Graphic Artist	18.32	
29010 - Air Traffic Control Specialist, Center (2)	29.55	
29011 - Air Traffic Control Specialist, Station (2)	20.53	
29012 - Air Traffic Control Specialist, Terminal (2)	22.56	
29023 - Archeological Technician I	13.83	
29024 - Archeological Technician II	15.46	
29025 - Archeological Technician III	17.42	
29030 - Cartographic Technician	19.67	
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.89	
29040 - Civil Engineering Technician	17.46	
29061 - Drafter I	12.97	
29062 - Drafter II	14.60	
29063 - Drafter III	16.21	
29064 - Drafter IV	18.39	
29081 - Engineering Technician I	16.89	
29082 - Engineering Technician II	17.47	
29083 - Engineering Technician III	19.63	
29084 - Engineering Technician IV	23.94	
29085 - Engineering Technician V	29.28	
29086 - Engineering Technician VI	35.43	
29090 - Environmental Technician	17.51	
29100 - Flight Simulator/Instructor (Pilot)	25.87	
29160 - Instructor	21.07	
29210 - Laboratory Technician	16.90	
29240 - Mathematical Technician	18.39	
29361 - Paralegal/Legal Assistant I	15.00	
29362 - Paralegal/Legal Assistant II	17.50	
29363 - Paralegal/Legal Assistant III	21.40	
29364 - Paralegal/Legal Assistant IV	25.87	
29390 - Photooptics Technician	18.39	
29480 - Technical Writer	25.20	
29491 - Unexploded Ordnance (UXO) Technician I	19.38	
29492 - Unexploded Ordnance (UXO) Technician II	23.45	
29493 - Unexploded Ordnance (UXO) Technician III	28.11	
29494 - Unexploded (UXO) Safety Escort	19.38	
29495 - Unexploded (UXO) Sweep Personnel	19.38	
29620 - Weather Observer, Senior (3)	16.46	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.41	

29622 - Weather Observer, Upper Air (3)	14.41	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	13.77	
31260 - Parking and Lot Attendant	10.21	
31290 - Shuttle Bus Driver	14.25	
31300 - Taxi Driver	12.60	
31361 - Truckdriver, Light Truck	13.14	
31362 - Truckdriver, Medium Truck	13.77	
31363 - Truckdriver, Heavy Truck	14.70	
31364 - Truckdriver, Tractor-Trailer	14.70	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.12	
99030 - Cashier	7.74	
99041 - Carnival Equipment Operator	11.06	
99042 - Carnival Equipment Repairer	11.41	
99043 - Carnival Worker	8.84	
99050 - Desk Clerk	8.22	
99095 - Embalmer	19.38	
99300 - Lifeguard	10.19	
99310 - Mortician	19.38	
99350 - Park Attendant (Aide)	12.79	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.60	
99500 - Recreation Specialist	11.39	
99510 - Recycling Worker	12.37	
99610 - Sales Clerk	10.82	
99620 - School Crossing Guard (Crosswalk Attendant)	9.03	
99630 - Sport Official	10.19	
99658 - Survey Party Chief (Chief of Party)	18.97	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.83	
99660 - Surveying Aide	11.87	
99690 - Swimming Pool Operator	12.66	
99720 - Vending Machine Attendant	11.12	
99730 - Vending Machine Repairer	12.66	
99740 - Vending Machine Repairer Helper	11.12	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily

washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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CLAUSE INDEX

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52.237-1	Site Visit	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense	JAN 2005

252.242-7000 Acquisitions of Commercial Items
Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance, Experience and Price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

—	—
---	---

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the

public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

XX___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

XX___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

XX___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). 1-Medium Truck Driver WG 06 Step 02 16.58 per hour, 1-Pest controller WG 06 Step 02- 17.81 per hour

XX___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made

available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

G. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

H. For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

I. These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30-September-2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30-September-2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov
www.gsa.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov
www.arnet.gov

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2005) (____Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (____Alternate III (May 2002).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

CONTRACT SPECIALIST:	Mark Kraft	PHONE:	816-983-3828	E-MAIL:	Mark.e.kraft@usace.army.mil
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NWK-00100-007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End of Clause)